

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DRYBULK INTERTRADE LTD.,

Plaintiff,

- against -

SHREE LAXMI TRADING CORPORATION
EXPORT (INDIA), MUMBAI a/k/a
SREE LAXMI TRADING CORP. EXPORT
(INDIA)

Defendant.
-----X

08 Civ.

ECF CASE

VERIFIED COMPLAINT

Plaintiff, DRYBULK INTERTRADE LTD. (hereinafter “Drybulk” or “Plaintiff”), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, SHREE LAXMI TRADING CORPORATION EXPORT (INDIA), MUMBAI a/k/a SREE LAXMI TRADING CORP. EXPORT (INDIA), (hereinafter “Shree Laxmi” or “Defendant”) alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court’s federal question jurisdiction within the meaning of 28 United States § 1331.

2. At all times material to this action, Drybulk was, and still is, a foreign corporation, or other business entity organized and existing under the laws of the British Virgin Islands.

3. Upon information and belief, Shree Laxmi was, and still is, a foreign corporation, or other business entity organized and existing under the laws of India.

4. At all times material to this action, Drybulk was the owner of the vessel "M/V HALINA" (hereinafter "the Vessel").

5. By a charter party dated April 11, 2008, (hereinafter "the charter party"), Drybulk voyage chartered the Vessel to Shree Laxmi for the carriage of 4,000 metric tons of bulk maize and 20,000 metric tons of bulk barley from the loading port of Kandla, India, and discharging at one safe port in Red Sea, Saudi Arabia. *A copy of the charter party is attached hereto as Exhibit "1."*

6. Pursuant to the terms of the charter party, Drybulk delivered the Vessel into the service of Shree Laxmi and has at all times fully performed its duties and obligations under the charter party.

7. The charter party provides for payment of demurrage¹ at the rate of \$20,000.00 per day, pro rata. *See Exhibit "1".*

8. Shree Laxmi completed its voyage charter under the charter party. The Charter Party allowed for 7 days, 10 hours and 5 minutes of laytime². Shree Laxmi used 18 days, 14 hours and 30 minutes of laytime. Accordingly, Shree Laxmi owed 11 days, 4 hours and 25 minutes of demurrage at \$20,000 per day pro rata, for a total of \$223,680.15 due and owing to Drybulk. *See Laytime Statement attached hereto as Exhibit "2".*

9. Additionally, upon completion of the voyage, Shree Laxmi owed to Drybulk the sum of \$40,000.00 for mobile crane hire charges at Port Jeddah.

10. On or about June 9, 2008, Drybulk sent Shree Laxmi an invoice requesting payment in the total sum of \$263,680.15 for outstanding demurrage and crane hire charges. *See invoice dated June 9, 2008, attached hereto as Exhibit "3".*

¹ Demurrage is a fixed sum, per day or per hour, agreed to be paid for the detention of the vessel under charter at the expiration of laytime allowed.

² Laytime refers to the time allowed by the shipowner to the voyage charterer in which to load and/or discharge the cargo.

11. The charter party also provided for payment of freight at the rate of \$57.00 United States dollars per metric ton. *See Exhibit "1"*.

12. Upon completion of the voyage, Shree Laxmi owed dead freight for quantity of 2399.77 metric tons and freight rate of \$57.00, less 2.5 percent commission, for total dead freight charges due and owing to Drybulk in the amount of \$133,367.22.

13. On or about June 9, 2008, Drybulk sent Shree Laxmi an invoice requesting payment of \$133,367.22 for outstanding dead freight payments. *See invoice dated June 9, 2008, attached hereto as Exhibit "4"*.

14. Additionally, pursuant to the terms of the charter party, Shree Laxmi owed freight charges in the amount of \$1,221,556.37 United States dollars. Shree Laxmi remitted payment in the amount of 50664589.00 Indian Rupees, leaving a balance due and owing of \$15,543.77 United States dollars. *See invoice for the exchange loss on freight payment dated June 9, 2008 and outward exchange rate of United States Dollars, attached hereto as Exhibit "5"*.

15. Defendant has breached the terms of the charter party by failing to pay demurrage, mobile crane hire, dead freight and the exchange loss on the freight payment due and owing to Plaintiff in the total amount of \$412,591.14 under the Charter Party.

16. Pursuant to the charter party, disputes between the parties are to be submitted to arbitration in Dubai with English law to apply. Plaintiff will commence arbitration after the commencement of this action and jurisdiction is obtained over Defendant.

17. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of Dubai arbitration proceedings.

18. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.

19. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a.	Plaintiff's Principal Claim:	\$ 412,591.14
	<i>Outstanding demurrage, mobile crane hire, dead freight and exchange loss on freight payment</i>	
b.	Interest for 2 years, compounded quarterly at 7%:	\$ 61,427.31
c.	Estimated arbitration costs:	\$ 20,000.00
d.	Estimated recoverable legal fees and costs:	\$ 145,000.00
	Total:	\$ 639,018.45

20. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant. *See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "6".*

21. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment or arbitration award rendered on the claims had herein as a Judgment of this Court;

C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount **\$639,018.45** to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court enter Judgment against Defendant on the claims set forth herein;

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: July 1, 2008
Southport, CT

The Plaintiff,
DRYBULK INTERTRADE LTD.

By: Anne C. LeVasseur
Patrick F. Lennon
Anne C. LeVasseur
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 – phone
(212) 490-6070 – fax
pfl@lenmur.com
acl@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Town of Southport.
County of Fairfield)

1. My name is Anne C. LeVasseur.
2. I am over 18 years of age, of sound mind, capable of making this
Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information and
belief.
5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.
6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents and/or
representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: Southport, CT
 July 1, 2008


Anne C. LeVasseur

EXHIBIT 1

1. Shipper: FATECHAND & SONS SHUAN MARINE SERVICES PVT LTD		2. Consignee: THIRU LAXMI TRADING CORPORATION EXPORT (INDIA), MUMBAI	
3. Date of Bill of Lading (CL 1): 25/04/2008		4. Date of Receipt (CL 1): 25/04/2008	
5. Vessel Name (CL 2): M.V. HALIMA		6. Port of Origin (CL 2): 15368/9310	
7. U.N.T. No. for Bulk Goods (CL 3): 25131 MTS ON 9.750 M DRAFT		8. Port of Destination (CL 3): PERSIAN GULF SAILING 16th APRIL ETA KANDLA 20th APRIL 2008	
9. Expected Ready to Load (CL 4): 17th APRIL 2008		10. Loading Port (CL 4): KANDLA 158/158	
11. Description of Goods (CL 5): 4000 MT BULK MAIZE + 20,000 MTS BULK BARLEY 5- PCT MORE OR LESS AT SEAST 48 WOG BY NATURAL SEPERATION.			
12. Freight (CL 6): USD 57.00 PWTG ON DRAFT SURVEY QUANTITY		13. Freight (CL 6): SEE RIDER CL 20	
14. Special Conditions (CL 7): WILL BE USED		15. Special Conditions (CL 7): SEE RIDER CL 20	
16. Charter Party (CL 8): MUMBAI		17. Charter Party (CL 8): SEE RIDER CL 20	
18. Freight (CL 9): CHARTERERS NOMINATED		19. Freight (CL 9): SEE RIDER CL 20	
20. Freight (CL 10): CHARTERERS NOMINATED		21. Freight (CL 10): SEE RIDER CL 20	
22. Freight (CL 11): USD 20,000 PWTG/HALF DESPATCH WORKING FINE SAVED BOTH ENDS		23. Freight (CL 11): 25th APRIL 2008 LONDON	
24. Freight (CL 12): CHARTERERS NOMINATED		25. Freight (CL 12): 1.25 PCT AIZCOM 1.25 PCT FATECHAND 1.25 PCT SHUAN MARINE	
26. Freight (CL 13): DUBAI, ENGLISH LAW TO APPLY		27. Freight (CL 13): CL 20 TO CL 45	

Signature of Shipper: *[Signature]* **M/V. SHUAN MARINE SERVICES PVT LTD**
 Signature of Consignee: *[Signature]* **THIRU LAXMI TRADING CORPORATION EXPORT (INDIA)**



"Current" Charter of the President 1922, 1976 and 1994

25. Agenda
It was agreed that the General Assembly should meet on Monday, 10th April, at 10.0 am in the hall of the Hotel de Ville, Paris, to discuss the report of the Commission on the Status of Women.

17. Indemnification The party of the Admitted Officer shall be responsible, defend, hold and indemnify the party of the party of the Admitted Officer from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the party of the Admitted Officer in connection with the performance of his or her duties as an Admitted Officer, whether or not such claims, damages, costs and expenses are caused in whole or in part by the negligence of the party of the Admitted Officer.

[illegible][illegible][illegible]

It is not possible to determine the exact date of the first meeting of the committee, but it is known that the committee was organized in the early 1940s. The committee was organized to study the problem of the "un-American" activities of the Japanese in the United States. The committee was organized by the United States Department of Justice, and it was the first of its kind. The committee was organized to study the problem of the "un-American" activities of the Japanese in the United States. The committee was organized by the United States Department of Justice, and it was the first of its kind. The committee was organized to study the problem of the "un-American" activities of the Japanese in the United States. The committee was organized by the United States Department of Justice, and it was the first of its kind.

the "Americanization" of the Negro. The Negro is not a "race" but a "people," and as such, he has the right to self-determination. The Negro is not a "slave" but a "free man," and as such, he has the right to freedom. The Negro is not a "child" but a "man," and as such, he has the right to manhood. The Negro is not a "beast" but a "human," and as such, he has the right to humanity. The Negro is not a "thing" but a "person," and as such, he has the right to personhood. The Negro is not a "slave" but a "free man," and as such, he has the right to freedom. The Negro is not a "child" but a "man," and as such, he has the right to manhood. The Negro is not a "beast" but a "human," and as such, he has the right to humanity. The Negro is not a "thing" but a "person," and as such, he has the right to personhood.

[illegible][illegible][illegible][illegible]

74 The foregoing exhibits are a true and correct copy of the originals as submitted to the FBI on 11/11/64. The FBI is advised that the exhibits are a true and correct copy of the originals as submitted to the FBI on 11/11/64. The FBI is advised that the exhibits are a true and correct copy of the originals as submitted to the FBI on 11/11/64.

Abstract

[illegible][illegible][illegible][illegible]

By a showing of affidavits, the Justice Department states Vermont's Attorney General, William F. Ryan, has been "conducting extensive investigations" by his own staff and by the Vermont State Police to determine if any of the alleged Communist Party members are in the state. Ryan said he has not yet received any information from the FBI regarding the matter.

Let's keep you posted.

[illegible]

For the purpose of this report, the following information was obtained from the records of the Department of the Interior, Bureau of Land Management, and the Bureau of Reclamation, and from the records of the various landowners and lessees of the land in question.

100-443887-100

[illegible]

10-11-68

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED



5-14123

Figure 1 consists of two line graphs. The left graph is for the 'number' condition, and the right graph is for the 'color' condition. Both graphs plot 'Percentage of correct responses' on the y-axis (0 to 100) against 'Age' on the x-axis (2 to 6). In the 'number' condition, the solid line (number) starts at ~20% at age 2, rises to ~40% at age 3, ~60% at age 4, and reaches ~100% by age 6. The dashed line (color) remains low, around 20-30%. In the 'color' condition, the dashed line (color) starts at ~20% at age 2, rises to ~40% at age 3, ~60% at age 4, and reaches ~100% by age 6. The solid line (number) remains low, around 20-30%.

**RIDER CLAUSES TO M/V HALINA/OCT SHREE LAXMI TRADING EXPORTS
(INDIA) MUMBAI CHARTER PARTY DATED 11TH APRIL 2008**

CLAUSE 20: FREIGHT PAYMENT AT DISCOUNT

100 PCT FREIGHT LESS COMMISSION ON BILLS OF LADING QUANTITY SHALL BE PAYABLE AGAINST OWNERS INVOICE SENT TO CHARTERERS BY FAX AND FOLLOWED IN ORIGINAL BY U.S.S INTO OWNERS NOMINATED BANK ACCOUNT WITH IN 3 (THREE) BANKING DAYS UPON COMPLETION OF LOADING. FREIGHT PAYABLE ALWAYS BEFORE BREAKING BULK AND OWNERS HAVE RIGHT TO REFUSE DISCHARGE WHILE WAITING FOR FREIGHT CONFIRMATION AND TIME TO COUNT. ORIGINAL BILLS OF LADING MARKED "FREIGHT PREPAID" TO BE RELEASED TO SHIPPERS ON THE OWNER'S CONFIRMATION OF RECEIVING SWIFT COPY OF REMITTANCE BY FAX OR EMAIL.

FREIGHT DEEMED EARNED ON COMPLETION OF LOADING DISCOUNTLESS AND NON-REFUNDABLE VESSEL AND/OR CARGO LOST OR NOT, OWNERS HAVE THE RIGHT OF LIEN AGAINST THE CARGO FOR FREIGHT, DEAD FREIGHT, GENERAL AVERAGE CONTRIBUTION AND DEMURRAGE.

BANK ACCOUNT AS FOLLOWS:

Please be informed that the owners name and owners banking details are:

Owners Name : DRYBULK INTERTRADE LTD.
Owner's banking details : HABIB BANK AG ZURICH
CORPORATE BRANCH,
P.O. BOX 1622
DUBAI, U.A.E.
USD ACCOUNT NO. 020102-20430-333-310600
SWIFT CODE HBZUAEAD
BENEFICIARY DRYBULK INTERTRADE LTD
CORRESPONDENT BANK: BANK OF NEW
YORK, NEW YORK
SWIFT CODE BNYS33
A/C NO. 800380748 OF HABIB BANK AG
ZURICH

CLAUSE 21: BILLS OF LADING

"FREIGHT PAYABLE AS PER CP" BILL OF LADING TO BE RELEASED TO SHIPPERS STRICTLY IN ACCORDANCE WITH MATE'S RECEIPT AND AS PER AUTHORITY FROM MASTER OF VESSEL.

IN CASE CHARTERERS REQUIRE BILLS OF LADING MARKED "FREIGHT PREPAID" SAME TO BE ISSUED AND HELD IN CUSTODY OF SHAAN MARINE SERVICES PVT LTD, MUMBAI AND SHALL BE RELEASED BY OWNERS IMMEDIATELY AGAINST CHARTERERS PROVIDING OWNERS WITH COPY OF THEIR BANK TESTED SWIFT COPY CONFIRMING IRREVOCABLE REMITTANCE ON FREIGHT STATING AMOUNT IN OWNERS NOMINATED BANK.

MASTER OF VESSEL TO ISSUE A PROPER AUTHORITY LETTER TO SHAAN MARINE SERVICES PVT LTD, MUMBAI THROUGH LOAD PORT AGENTS. AT LOAD PORT TO SIGN AND RELEASE THE RELEVANT BILLS OF LADING BUT ALWAYS IN STRICT CONFORMANCE TO MATE'S RECEIPT. COMGEN BILLS OF LADING TO BE USED.



RIDER CLAUSES TO M/V HALINA/ACCT SHREE LAXMI TRADING EXPORTS
(INOLA), MUMBAI CHARTER PARTY DATED 11TH APRIL 2008

CLAUSE 22-AGENCY NOTICE OF ARRIVAL

FOR LOAD PORT

THE OWNER/MASTER AND OR THEIR AGENTS SHALL SERVE TENTATIVE NOTICE OF ARRIVAL UPON CLEAN FIDING OF VESSEL TO CHARTER SHREE LAXMI TRADING CORPORATION EXPORTS INDIA, MUMBAI AND MASTER AND OR THEIR AGENT SHALL THEN FOLLOW UP WITH 50/24 HRS ETA NOTICE OF VESSEL EXPECTED DATE OF ARRIVAL AT LOADING PORT BY TELEFAX/CABLE/EMAIL OR RADIO TO FOLLOWING PARTIES

A. M/S SHREE LAXMI TRADING CORPORATION EXPORTS INDIA, MUMBAI MR DILIP KABRA
EMAIL: dkab@shreelaxmi.com

B. SHAAN MARINE SERVICES PVT LTD AS BROKERS
EMAIL: prashant@shaanmarine.com

C. LOAD PORT AS AGENTS UNIVERSAL SHIPPING
EMAIL: universalshipping@gmail.com

D. FATECHAND H SONS AS BROKERS
EMAIL: chandrashekhar@fatechand.com

FOR DISCHARGE PORT

UPON BARRING FROM LOAD PORT OWNER/MASTER AND OR THEIR AGENTS SHALL PROVIDE BY FAX/TELEPHONE OF SAILING WITH ETA DISCHARGE PORT, AND ARRIVAL DRAFT FOLLOWED BY 50/24 HRS NOTICE TO FOLLOWING PARTIES A AND B AND C PARTIES AS MENTIONED FOR LOAD PORT ABOVE AND DISCHARGE PORT AGENTS DETAILS WILL BE ADVISED LATER ON CONFIRMATION OF DISCHARGE PORT.

CLAUSE 23-NOTICE OF READINESS AND LAYTIME

AT LOADING PORT NOR TO BE SERVED WITHIN/WITHIN/WITHIN/WITHIN BARRING OFFICE HOURS I.E. 0800 TO 1730 HRS FROM MONDAY TO FRIDAY AND BETWEEN 0800 TO 1200 HOURS ON SATURDAY TO CHARTERERS SHIPPERS.

AT DISCHARGING PORT NOR TO BE SERVED WITHIN/WITHIN/WITHIN/WITHIN DURING OFFICE HOURS I.E. 0800 TO 1700 HOURS FROM SATURDAY TO WEDNESDAY AND BETWEEN 0800 TO 1200 HOURS ON THURSDAY TO CHARTERERS AND RECEIVERS.

AT LOAD PORT TIME TO COMMENCE FROM 1300 HRS IF NOR TENDERED UPTO 1200 HRS AND AT DISCHG HRS THE FOLLOWING WORKING DAY IF NOR TENDERED AT 1200 HRS OR THEREAFTER

TIME USED BEFORE COMMENCEMENT OF LAYTIME SHALL NOT COUNT.

LAYTIME NON-REVERSIBLE

AT DISCHARGE PORT TIME TO COUNT FROM 1300 HOURS IF NOR TENDERED UPTO 1200 HOURS AND AT 1200 HOURS FOLLOWING DAY IF NOR TENDERED AT 1200 HOURS OR THEREAFTER



RIDER CLAUSES TO M V HALINA/ACCT SHREE LAXMI TRADING EXPORTS
(INDIA),MUMBAI CHARTER PARTY DATED 11TH APRIL 2008

CLAUSE 24: HATCHES HOLD CLEANLINESS

CHARTER TO APPOINT SURVEYOR TO INSPECT VESSEL HOLDS AT THEIR COST. IF HATCHES FOUND UNFIT TO LOAD THAN TIME FROM FINDING HATCHES UNFIT TILL HATCHES DECLARED BY SURVEYORS FIT TO LOAD NOT TO COUNT. AS LOAD PORT IS KANDLA CHARTERERS TO ARRANGE AT 50 PCT THEIR COST AND 50 PCT COST TO BE BORNE BY OWNERS TO SEND SURVEYORS TO SITE FOR INSPECTION AND IF HATCHES FAILED THAN SECOND SURVEY IF LAUNCHES REQUIRED THAN ALL COST TO OWNERS TILL HATCHES PASSED BY SURVEYORS.

CLAUSE 25: LOADING AND DISCHARGING RATE

THE CHARTERERS SHALL LOAD CARGO AT THE RATE OF 4000 MTS PER WEATHER WORKING DAY SUNDAYS AND HOLIDAYS EXCLUDED EVEN IF USED. TIME FROM SATURDAY NOON OR 1700 HOURS PRECEDING HOLIDAY TILL 0800 HOURS ON MONDAY OR NEXT WORKING DAY NOT TO COUNT EVEN IF USED.

THE CHARTERERS SHALL DISCHARGE AT AT THE RATE OF 3000 MTS PER WEATHER WORKING DAY FRIDAY AND HOLIDAYS EXCLUDED EVEN IF USED. TIME FROM 1200 HOURS ON THURSDAY OR 1700 HOURS PRECEDING HOLIDAY TILL 0800 HOURS ON SATURDAY OR NEXT WORKING DAY NOT TO COUNT EVEN IF USED.

CLAUSE 26: SHIFTING

SHIFTING IF ANY AT BERTHS TO BE FOR CHARTERERS ACCOUNT IF ON CARGO OTHERWISE ON OWNERS ACCOUNT AND TIME TO COUNT AS LAYTIME.

CLAUSE 27: DEMURRAGE / DESPATCH

DEMURRAGE USD 20,000.00 PER. DESPATCH USD 10,000.00 ON WORKING TIME SAVED FOR BOTH PORTS. LOAD PORT DEMURRAGE AND/OR DESPATCH TO BE SETTLED WITH FREIGHT PAYMENT. DISCHARGE PORT DEMURRAGE AND/OR DESPATCH TO BE SETTLED WITHIN 15 DAYS AFTER COMPLETION OF DISCHARGE AND GUARANTEED BY CHARTERERS. LAYTIME CALCULATION SHALL BE BASED STRICTLY AS PER STATEMENT OF FACTS AND OFFICIAL WORKING TIME SHEET PREPARED AT THE RESPECTIVE PORTS IN COMPLIANCE WITH CHARTER PARTY CLAUSES.

CLAUSE 28

CARGO TO BE TRIMMED AFTER COMPLETION OF LOADING BY THE CHARTERERS TO THE SATISFACTION OF SURVEYORS IN CONSULTATION WITH THE MASTER OF THE VESSEL PRIOR TO DEPARTURE OF VESSEL FROM LOAD PORT



REVERSE CLAUSES TO M.V. HALINA/ACCT SHREE LAXMI TRADING EXPORTS (INDIA), MUMBAI CHARTER PARTY DATED 11TH APRIL 2008

CLAUSE 10: VESSEL DESCRIPTION

NAME : M.V. HALINA
 PORT OF REGISTRY : PANAMA
 FLAG OF REGISTRY : PANAMA
 CALL SIGN : JEPWQ
 IMO NUMBER : 7432991
 OFFICIAL NUMBER : 34877 - PENT
 TYPE OF VESSEL : BULK CARRIER
 CLASSIFICATION SOCIETY : RUSSIAN MARITIME REGISTER OF SHIPPING
 VARD AND YEAR BUILT : 1986-COMANHIA COMERCIO ENA VELOCAD, BRAZIL
 LENGTH OVER (LOA) : 171.59 M
 LENGTH BETWEEN PERPENDICULARS (LBP) : 157.80 M
 BREADTH MOULDED : 26.2 M
 DEPTH MOULDED : 13.50 M
 SUMMER TDC : 71,228 TONS/GM
 SUMMER DEADWEIGHT : 26,131 DRAFT 9.750 M
 TROPICAL DEADWEIGHT : 26,104 DRAFT 9.53 M
 PRESS WATER ALLOWANCE : 218 MM
 CRANES : 4 x 10 MTS SWL, LIEBHERR
 (VESSEL DETAILS ALL ABOUT WOOD)

CLAUSE 12: P.N.I. AND M.A.N.D.M.

OWNERS GUARANTEE THAT THE PERFORMING VESSEL HAS FULL INSURANCE COVER FOR HULL AND MACHINERY AND A VALID P AND I COVER AND SAME WILL BE MAINTAINED UNTIL COMPLETION OF DISCHARGE AND IS FULLY ISPS COMPLIANT.

CLAUSE 17: BROKERAGE AND COMMISSION

TOTAL COMMISSION 3.75 PCT ON FREIGHT, DEMURRAGE, DEAD FREIGHT AND DETENTION TO BE DEDUCTED FROM FREIGHT FROM WHICH 1.25 PCT WILL BE AS ADDRESS COMMISSION TO CHARTERERS AND PAYABLE 1.75 PCT TO SHAAN MARINE SERVICES PVT LTD, MUMBAI AND 1.25 PCT TO PATECHAND & SONS, MUMBAI AS PER OFFICE DETAILS. COMMISSION TO BE DEDUCTED FROM FREIGHT AND TO BE PAID BY CHARTERERS TO RESPECTIVE PARTIES WITHIN 10 DAYS OF FREIGHT PAYMENT.

CLAUSE 22: OVERTIME

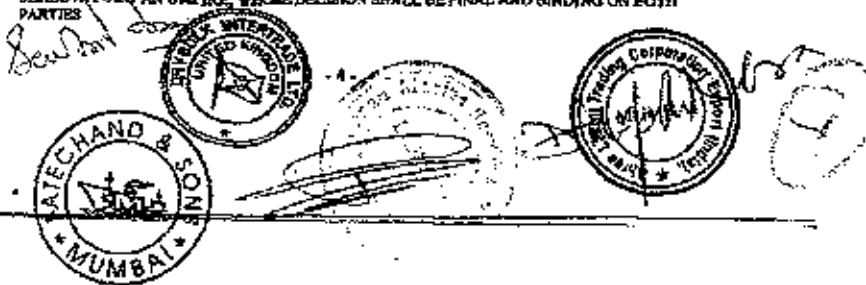
OVERTIME ORDERED BY CHARTERERS OR THE PORT AUTHORITIES FOR ANY REASONS RELATING TO WORKING OF THE CARGO SHALL ALWAYS BE ON CHARTERERS ACCOUNT AT BOTH ENDS. SIMILARLY ANY OVERTIME FOR OFFICERS AND CREW SHALL ALWAYS BE ON OWNERS ACCOUNT.

CLAUSE 23: VESSEL ITINERARY

VESSEL AT PERSIAN GULF AND EXPECTED TO SAIL FOR LOADING 16TH APRIL 2008 AGW WP.

CLAUSE 24: GENERAL AVERAGE / ARBITRATION

GENERAL AVERAGE / ARBITRATION IN HINDI AND ENGLISH LAW TO APPLY. IN THE EVENT OF ANY DISPUTE NOT SETTLED BETWEEN THE TWO PARTIES MUTUALLY, THE MATTER IS TO BE REFERRED TO ARBITRATION WITH EACH PARTY APPOINTING AN ARBITRATOR. IN CASE ARBITRATORS FAIL TO REACH A UNANIMOUS DECISION, THEY SHALL APPOINT AN UMPIRE, WHOSE DECISION SHALL BE FINAL AND BINDING ON BOTH PARTIES.



RIDER CLAUSES TO M/V HALINA/ACCT SHREE LAXMI TRADING EXPORTS
(INDIA), MUMBAI CHARTER PARTY DATED 11TH APRIL 2008

CLAUSE 31: TAXES / DUES / OVERAGE PREMIUM

ANY TAXES, DUES, WHARFAGES ON VESSEL/FLAG AND ON FREIGHT TO BE FOR OWNERS ACCOUNT. ANY TAXES, DUES, WHARFAGES ON CARGO TO BE FOR CHARTS OR SHIPPERS/RECEIVERS ACCOUNT.

FREE EXPRS DUE TO AGE/CLASH/WEAR/TEAR OVER AGE PREMIUM TO BE CHARTS ACCOUNT WHILE OWNERS TO CONTRIBUTE USD 500.00 AND SAME TO BE DEDUCTED FROM FREIGHT AND SHOWN IN FREIGHT INVOICE BY OWNERS.

CLAUSE 32: LETTER OF INDEMNITY

CHARTERS WILL MAKE EVERY ENDEAVOUR TO ENSURE THAT ORIGINAL BILLS OF LADING WILL BE MADE AVAILABLE AT DISCHARGE PORT ON OR BEFORE VESSEL'S ARRIVAL TO DISCHARGE. HOWEVER, IF ORIGINAL BILLS OF LADING ARE NOT AVAILABLE, THEN OWNERS MASTER TO PERMIT DISCHARGE OF CARGO AGAINST CHARTERS LETTER OF INDEMNITY AS PER OWNER'S P/NICLUB WORDING BUT WITHOUT BANK ENDORSEMENT.

CLAUSE 33:

IN CASE OF ANY CARGO RELATED DISPUTES AT DISCHARGE PORT OWNERS TO PROVIDE LOS AND ENSURE SAILING OF VESSEL WITHOUT DELAYS UPON COMPLETION OF DISCHARGE. DISPUTES TO BE SETTLED AS PER INTERCLUB AGREEMENT.

CLAUSE 34: STEVEDORE DAMAGE TO THE VESSEL

STEVEDORE DAMAGE TO BE SETTLED BETWEEN STEVEDORES AND OWNERS. CHARTS TO ASSIST IN SETTLEMENT. HOWEVER CHARTS REMAIN ULTIMATELY RESPONSIBLE.

CLAUSE 35:

OWNERS UNDERTAKE THAT VESSEL HAS NEVER BEEN SOLD NOR SHALL BE SOLD FOR SCRAPPING OR OTHERWISE DURING CURRENCY OF THIS CHARTER PARTY.

CLAUSE 36: LIGHTENING

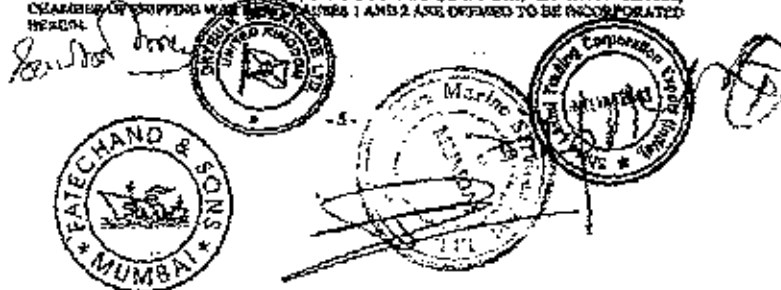
LIGHTENING IF ANY TO BE CHARTS/SHIPPERS/RECEIVERS ACCOUNT

CLAUSE 41: DRAFT SURVEY

OWNERS AND CHARTERS BOTH TO APPOINT SURVEYORS TO ASCERTAIN CARGO QUANTITY LOADED ON BOARD. AS THERE WILL BE TWO COMMODITIES THAN FOR SMALLER QUANTITY COMMODITY BILLS OF LADING QUANTITY TO BE TAKEN AS PER SHIPPERS AND FOR SECOND COMMODITY BILLS OF LADING TO HAVE BALANCE STOURS TO AVOID DELAYS TO VESSEL AND SIMULTANEOUSLY LOADING OF BOTH CARGOS.

CLAUSE 42: ADDITIONAL CLAUSES CONSIDERED INCORPORATED

U.S. PARAMOUNT CLAUSE/BILLS OF LADING CLAUSE, P/N BROTHERING CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, GENERAL AVERAGE CLAUSE, NEW JASON CLAUSE, CHARTERS OF SHIPPING WARE, NEW CLAUSES 1 AND 2 ARE OFFERED TO BE INCORPORATED HEREIN.



RIDER CLAUSES TO M/V HALINA/ACCT SHREE LAXMI TRADING EXPORTS
(INDIA), MUMBAI CHARTER PARTY DATED 11TH APRIL 2008

CLAUSE 61: CONFIDENTIALITY

THE ENTIRE CONTENTS OF THIS CHARTER PARTY AGREEMENT TO BE KEPT STRICTLY PRIVATE AND CONFIDENTIAL BY BOTH PARTIES AND SHALL BE DISCLOSED TO ANY THIRD PARTY (S) WHO IS CONNECTED WITH EXECUTION OF THE SUBJECTS OF CONTRACT OF CARRIAGE ONLY.

CLAUSE 44: CARGO QUANTITY AND DEAD FREIGHT

MASTER TO DECLARE LOADABLE QUANTITY AND STORAGE PLAN. CHARTERS TO TENDER CARGO AS PER STORAGE PLAN AND IN CASE MASTER UNABLE TO LOAD THE SAME THEN CHARTERS NOT RESPONSIBLE FOR DEAD FREIGHT. DEAD FREIGHT IS PAYABLE IN CASE OF NON-AVAILABILITY OF CARGO FOR FULL AND COMPLETE LOADING OF VESSEL. IF VESSEL UNABLE TO LOAD DECLARED QUANTITY THAN CHARTERS RESERVE THEIR RIGHT TO CLAIM BACK TO TOWN EXPENSES.

CLAUSE 45: VESSEL TO GIVE FREE USE OF CARGO GEAR AND LIGHTS AT NIGHT AS REQUIRED BY CHARTS AT LOAD AND DISCHARGE PORTS

FOR DRYBULK INTERTRADE LTD. FOR SHREE LAXMI TRADING EXPORTS

DUBAI, U.A.E.

(INDIA)
MUMBAI, INDIA

AS OWNERS

AS CHARTERS



EXHIBIT 2

M.V. HALINA - LAYTIME CALCULATION (DISCHARGE PORT)

ACCOUNT : SREE LAXMI TRADING CORP. EXPORT (INDIA)
 FROM / TO : KANDLA / JEDDAH
 CARGO : BULK BARLEY

DISCHARGE PORT : JEDDAH
 CARGO QTY : 22,250.227 MT
 DISCHARGE RATE : 3000 MT/DAY - FHEX EIU
 DEMURRAGE RATE : 20,000 PDPR
 DESPATCH RATE : HD WTS BENDS

TIME ALLOWED : 7DAYS 10HRS 5MINS

DAY	DATE	FROM	UNTIL	REMARK / DESCRIPTION	DAYS	HRS	MINS
FRI	16.05.08	0910 HRS		VESSEL ARRIVED			
	18.05.08	1400 HRS		NOR TENDERED			
		1400 HRS	2400 HRS	NTC			
SAT	17.05.08	0000 HRS	1300 HRS	NTC			
		1300 HRS	2400 HRS	TIME TO COUNT		11 HRS	
SUN	18.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
MON	19.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
TUE	20.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
WED	21.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
THU	22.05.08	0000 HRS	1200 HRS	TIME TO COUNT		12 HRS	
		1200 HRS	2400 HRS	NTC			
FRI	23.05.08	0000 HRS	2400 HRS	NTC			
SAT	24.05.08	0000 HRS	0800 HRS	NTC			
		0800 HRS	2400 HRS	TIME TO COUNT		16 HRS	
SUN	25.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
MON	26.05.08	0000 HRS	1905 HRS	TIME TO COUNT		19 HRS	5 MINS
		1905 HRS	2400 HRS	VESSEL ON DEMURRAGE		4 HRS	55 MINS
TUE	27.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
WED	28.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
THU	29.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
FRI	30.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
SAT	31.05.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
SUN	01.06.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
MON	02.06.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
TUE	03.06.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
WED	04.06.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
THU	05.06.08	0000 HRS	2400 HRS	TIME TO COUNT	1 DAY		
FRI	06.06.08	0000 HRS	2330 HRS	COMPLETED DISCHARGE		23 HRS	30 MINS
TOTAL					18 DAYS	14 HRS	30 MINS

TIME ALLOWED : 7 DAYS 10 HRS 05 MINS
 TIME USED : 18 DAYS 14 HRS 30 MINS
 EXCESS TIME USED : 11 DAYS 04 HRS 25 MINS

DEMURRAGE DUE : 11DAYS 04HRS 25MINS @ USD. 20,000 PDPR = USD. 223,650.56

EXHIBIT 3



DRYBLUK INTERTRADE LTD.
P.O. BOX : 659 ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLAND.

Date: 09/06/08

Inv No: HAL/SLT - 02

INVOICE

TO: M/S SREE LAXMI TRADING CORP. EXPORT
MUMBAI - INDIA

MV. HALINA C/P DTD 11/04/08 KANDLA - JEDDAH

DISCHARGE PORT DEMURRAGE	= 223,680.15 USD
ADD: MOBILE CRANE HIRE CHARGES AT PORT JEDDAH	= 40,000.00 USD

TOTAL AMOUNT DUE:	= 263,680.15 USD
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(USD TWO HUNDRED SIXTY THREE THOUSAND SIX HUNDRED EIGHTY AND
CENTS FIFTEEN ONLY)

KINDLY PAY THE ABOVE AMOUNT TO OUR LOCAL AGENTS M/S ATLANTIC
SHIPPING PVT LTD. BY DEMAND DRAFT IN LOCAL CONVERTIBLE INDIAN
RUPEES AS PER CURRENT RATE OF EXCHANGE PREVAILING THE DAY OF
PAYMENT.

FOR DRYBLUK INTERTRADE LTD.



AUTHORIZED SIGNATORY.
E&OE

EXHIBIT 4



DRYBLUK INTERTRADE LTD.
P.O. BOX : 659 ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLAND.

Date: 09/06/08

Inv No: HAL/SLT - 03

INVOICE

TO: M/S SREE LAXMI TRADING CORP. EXPORT
MUMBAI - INDIA

MV. HALINA C/P DTD 11/04/08 KANDLA - JEDDAH

DEAD FREIGHT: 2399.77 X 57 USD PMT	=	136,786.89 USD
LESS: 2.5% COMM (1.25% ADCOMM + 1.25% SHAAN MARINE)	=	3,419.67 USD

TOTAL DEAD FREIGHT DUE:	=	133,367.22 USD
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(USD ONE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED SIXTY SEVEN AND CENTS TWENTY TWO ONLY)

KINDLY PAY THE ABOVE AMOUNT TO OUR LOCAL AGENTS M/S ATLANTIC SHIPPING PVT LTD. BY DEMAND DRAFT IN LOCAL CONVERTIBLE INDIAN RUPEES AS PER CURRENT RATE OF EXCHANGE PREVAILING THE DAY OF PAYMENT.

FOR DRYBLUK INTERTRADE LTD.



AUTHORIZED SIGNATORY.
E&O.E

EXHIBIT 5



DRYBLUK INTERTRADE LTD.
P.O. BOX : 659 ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLAND.

Date : 09/06/08

Inv No. : HAL/SAT - 04

(INVOICE)

M/S SREE LAXMI TRADING CORP. EXPORT
MUMBAI - INDIA.

MV. HALINA C/P DTD. 11/04/08 KANDIA - JEDDAH

EXCHANGE LOSS ON THE FREIGHT PAYMENT OF MV. HALINA.

TOTAL AMOUNT DUE AS PER FREIGHT INV. NO. HAL/SIT - 01 = USD. 1,221,556.37

AMOUNT DUE IN INDIAN RUPEES AS PER THE SBI ROE ON 09/05/08 (1 USD. = IRS. 42.01) = IRS. 51317583.00

AMOUNT PAID BY CHARTERS BY DEMAND DRAFT DTD. 09.05.08 = IRS. 50664589.00
AS PER THE ROE (1 USD. = IRS. 41.475)

TTL EXCHANGE LOSS IN INDIAN RUPEES = IRS. 6,52,994.00
EQUIVALENT TO USD. 15,543.77

(IRS. SIX LAKHS FIFTY TWO THOUSAND NINE HUNDRED NINETY FOUR ONLY)

KINDLY ARRANGE TO PAY THE ABOVE AMOUNT TO OUR LOCAL AGENTS M/S ATLANTIC SHIPPING PVT LTD. BY DEMAND DRAFT.

FOR DRYBLUK INTERTRADE LTD.



AUTHORIZED SIGNATORY.
E&OE

08-JUN-2008 14:03

ATLANTIC SHIPPING PVT. L. 83877319

P.01



ATLANTIC SHIPPING PVT. LTD.

Head Office :

Suite No. 172/23/86, N. 1, Estate, O. S. Marg, Worli, Mumbai 400 018,
Tel. : 91-22-6667 7000 - 10. • Fax : 2408 8218.

E-Mail : atlantic@atlanticshipping.com • Website : <http://www.atlanticshipping.com>



Dated : 09.06.2008.

To,
The Manager,
State Bank of India,
Worli, Mumbai.

Sub : Outward T.T. Exchange Rate of USD

Dear Sir,

We kindly request you to issue us a Outward TT Exchange Rate Certificate of US Dollars for the following dates :

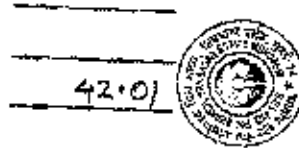
07.05.2008

08.05.2008

09.05.2008

12.05.2008

13.05.2008



42.01

The said certificate is required for the Freight settlement purpose of the vessel MV. *Halina* at Kandla.

Kindly do the needful & oblige.

Yours faithfully,
For Atlantic Shipping Pvt. Ltd.

Bhagy Raman

Authorised Signatory.

TUN

REGD. OFFICE : 124-B, Mittal Court, 284, Naxos Point, Mumbai 400 021. (IND)

8 4 3 1 0 0

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DRYBULK INTERTRADE LTD.,

Plaintiff,

- against -

SHREE LAXMI TRADING CORPORATION
EXPORT (INDIA), MUMBAI a/k/a
SREE LAXMI TRADING CORP. EXPORT
(INDIA)

Defendant.

08 Civ.

ECF CASE

AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT

State of Connecticut)
) ss: SOUTHPORT
County of Fairfield)

Anne C. LeVasseur, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

DEFENDANT IS NOT PRESENT IN THE DISTRICT

2. I have attempted to locate the Defendant, SHREE LAXMI TRADING CORPORATION EXPORT (INDIA), MUMBAI a/k/a SREE LAXMI TRADING CORP. EXPORT (INDIA), within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any

listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

5. This is Plaintiff's first request for this relief made to any Court.

PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Peterson, Coleen A. McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold property of, for or on account of, the Defendant.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendant.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS

10. Further, in order to avoid the need to physically serve the garnishees/banks daily and repetitively, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service throughout the remainder of the day upon which service is made commencing from the time of such service; and such service to be further deemed effective through the end of the next business day, provided that another service is made that day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

PRAYER FOR RELIEF TO TEMPORARILY SEAL CASE

11. Upon information and belief, it is the practice of many law firms in the maritime bar to review the daily electronic docket sheet of the Southern District of New York for all maritime actions filed in the district and inform the defendant(s) named therein of any Ex Parte Orders of Attachment pending against them, thus defeating the purpose of the "Ex Parte" application.

12. Upon information of belief, it is the practice of certain publications, specifically Tradewinds, to publish the names of defendants named in Ex Parte Orders of Attachment, thus further defeating the purpose of the "Ex Parte" application.

13. Upon information and belief, Tradewinds has very recently publicized the names of parties in Rule B proceedings, the amount of the attachments, and other details of the actions, thereby further defeating the purpose of the "Ex Parte" application.

14. The Courts within the Southern District of New York have an interest in preserving the efficacy of the Ex Parte Orders issued therein.

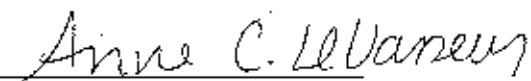
15. The above interest supersedes the interest in maintaining a completely public docket, especially given that the public's access will only be limited temporarily until assets are attached and notice of attachment has been provided to the Defendant.

16. Indeed, the public's access to Ex-Parte Orders of Maritime Attachment defeats their entire purpose, by depriving Plaintiffs of the element of surprise and potential allowing Defendants to re-route their funds to avoid the attachment, thus making the attachment remedy hollow.

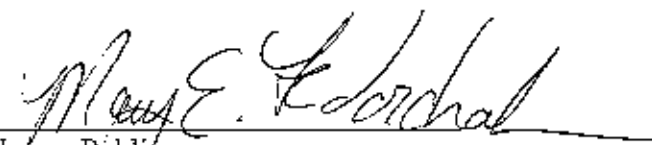
17. For the foregoing reasons, Plaintiff requests that the Court issue an Order temporarily sealing the court file in this matter, including the Verified Complaint and all other pleadings and Orders filed and/or issued herein until further notice of this Court or notification to the clerk that property has been attached.

18. This request is narrowly tailored to meet Plaintiff's needs. Once property is attached, the case should be unsealed, as the interest underlying sealing the case will have been largely eliminated.

Dated: July 1, 2008
Southport, CT


Anne C. LeVasseur

Sworn and subscribed to before me
This 1st day of July, 2008


Notary Public